

**SERIAL 05070 RFP EMPLOYEE VISION SERVICES**

**DATE OF LAST REVISION: October 04, 2006 CONTRACT END DATE: June 30, 2010**

**CONTRACT PERIOD THROUGH JUNE 30, 2010**

TO: All Departments  
FROM: Department of Materials Management  
SUBJECT: Contract for **EMPLOYEE VISION SERVICES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **October 04 2006 Eff. 07/01/07.**

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

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Wes Baysinger, Director  
Materials Management

SD/mm  
Attach

Copy to: Clerk of the Board  
Pat Vancil, Total Compensation  
Mike Schaiberger, Total Compensation  
Mirheta Muslic, Materials Management

(Please remove Serial 01079-RFP from your contract notebooks)



## CONTRACT PURSUANT TO RFP

SERIAL 05070-RFP

This Contract is entered into this 4th day of October, 2006 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and EyeMed Vision Care, LLC, a Delaware corporation ("Contractor") for the purchase of Vision services.

### 1.0 TERM

- 1.1 This Contract is for a term of three (3) years, beginning on the 1st day of July, 2007 and ending the 30th day of June, 2010.
- 1.2 The County may, at its option and with the agreement of the Contractor, extend the period of this Contract for additional terms up to a maximum of three (3) years. The County shall notify the Contractor in writing of its intent to extend the Contract period at least sixty (60) calendar days prior to the expiration of the original contract period, or any additional term thereafter.

### 2.0 PAYMENT

- 2.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Exhibit "A."
- 2.2 Payment shall be made upon the County's receipt of a properly completed invoice. Invoices shall contain the following information:
- 2.3 INVOICES AND PAYMENTS:
  - 2.3.1 **The Contractor shall submit two (2) legible copies of their detailed claims invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:**
    - 2.3.1.1 Company name, address and contact
    - 2.3.1.2 County bill-to name and contact information
    - 2.3.1.3 Contractor Plan Code
    - 2.3.1.4 Invoice number and date
    - 2.3.1.5 Dates of service
    - 2.3.1.6 Description of Purchase (product or services)
    - 2.3.1.7 Pricing per unit of purchase
    - 2.3.1.8 Total Amount Due

**Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.**

Payment will be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Award the Contractor shall fill out an EFT Enrollment form (to be provided by the Procurement Officer) or as located on the County Department of Finance Website as a fillable PDF document ([www.maricopa.gov/finance/](http://www.maricopa.gov/finance/)).

2.3.2 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

### 3.0 DUTIES

3.1 The Contractor shall perform all services stated in Exhibit "B and B-1."

### 4.0 TERMS & CONDITIONS

#### 4.1 INDEMNIFICATION:

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all third-party: claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions or mistakes relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting there from, caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes Contractor may be legally liable. Notwithstanding the foregoing, the indemnification provisions of this Section 4.1 shall not pertain to any claims relating to the acts or omissions of a Participating Provider.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of County.

#### 4.2 INSURANCE REQUIREMENTS:

Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contactor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

Contractor is required to procure and maintain the following coverages indicated by a checkmark:

**4.2.1 Commercial General Liability.**

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

**4.2.2 Automobile Liability.**

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

**4.2.3 Workers' Compensation.**

Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the

Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

4.2.4 Certificates of Insurance.

4.2.4.1 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND UNDERSTANDS THAT FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS CONTRACT.**

In the event any insurance policy (ies) required by this Contract is (are) written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

4.2.4.2 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

4.3 NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County  
Department of Materials Management  
Attn: Director of Purchasing  
320 West Lincoln Street  
Phoenix, Arizona

For Contractor:

EyeMed Vision Care, LLC.  
Attn: Divisional Vice President of Sales and Marketing  
4000 Luxottica Place  
Mason, Ohio 45040

4.4 REQUIREMENTS CONTRACT:

Contractor signifies its understanding and agreement by signing this document that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made (minimum or maximum).

4.5 TERMINATION FOR CONVENIENCE:

The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the County without penalty or recourse, upon sixty (60) days prior written notice. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the County. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the

property of and be delivered to the County upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

**4.6 TERMINATION FOR DEFAULT:**

4.6.1 In addition to the rights reserved in the Contract, the County may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any material term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract, and fails to comply with the terms of a reasonable corrective action plan to cure such failure. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor, along with a reasonable corrective action plan Contractor shall have 15 days to comply with the terms of such corrective action plan.

4.6.2 Upon termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County on demand

4.6.3 The County may, upon termination of this Contract as a result of Contractor's material breach of this Agreement and pursuant to the terms of section 4.7.1, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. In such event, the Contractor shall be liable to the County for any reasonable excess costs incurred by the County in procuring materials or services in substitution for those due from the Contractor.

4.6.4 The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

4.6.5 Contractor may terminate the Contract due to County's failure to comply with any material term or condition of the Contract if such failure is not corrected within 15 days following receipt of notice by the County detailing reason for termination. In the event that such termination is caused by County's failure to pay Contractor pursuant to the terms of this Agreement, Contractor shall also be entitled to interest as mandated by Arizona state statute.

**4.7 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:**

Notice is given that pursuant to A.R.S. §38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S §38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

**4.8 OFFSET FOR DAMAGES;**

In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from Contractor's material breach in performance under this contract.

**4.9 ADDITIONS/DELETIONS OF SERVICE:**

The County reserves the right to add and/or delete products and/or services provided under this Contract, subject to mutual agreement of the parties. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with

the proposal price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

**4.10 SUBCONTRACTING:**

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Proposal Serial Number and identify the job project.

**4.11 AMENDMENTS:**

All amendments to this Contract must be in writing and signed by both parties.

**4.12 RETENTION OF RECORDS:**

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

**4.13 AUDIT DISALLOWANCES:**

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

**4.14 ALTERNATIVE DISPUTE RESOLUTION:**

4.14.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:

4.14.1.1 Render a decision;

4.14.1.2 Notify the parties that the exhibits are available for retrieval; and

4.14.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).

4.14.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the

arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.

- 4.14.3 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.

4.15 SEVERABILITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

4.16 RIGHTS IN DATA:

The County shall own have the use of all data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

4.17 INTEGRATION:

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

4.18 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona



IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

**CONTRACTOR**

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
PRINTED NAME AND TITLE

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
DATE

**MARICOPA COUNTY**

BY: \_\_\_\_\_  
CHAIRMAN, BOARD OF SUPERVISORS

\_\_\_\_\_  
DATE

**ATTESTED:**

\_\_\_\_\_  
CLERK OF THE BOARD

\_\_\_\_\_  
DATE

**APPROVED AS TO FORM:**

\_\_\_\_\_  
DEPUTY MARICOPA COUNTY ATTORNEY

\_\_\_\_\_  
DATE

**EXHIBIT A**

BIDDER NAME:	<u>EyeMed Vision Care, LLC</u>
VENDOR #:	<u>TIN 31-1656473</u>
BIDDER ADDRESS:	<u>4000 Luxottica Place Mason, OH 45040</u>
P.O. ADDRESS:	<u>N/A</u>
BIDDER PHONE #:	<u>877-488-3272</u>
BIDDER FAX #:	<u>520-760-9029</u>
COMPANY WEB SITE:	<u><a href="http://www.eyemedvisioncare.com">http://www.eyemedvisioncare.com</a></u>
COMPANY CONTACT (REP):	<u>Bob Brickweg</u>
E-MAIL ADDRESS (REP):	<u>bbrickwe@eyemedvisioncare.com</u>

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: \_X\_ YES \_\_\_\_\_ NO

ACCEPT PROCUREMENT CARD: \_X\_ YES

INTERNET ORDERING CAPABILITY: \_X\_ YES (ID cards, Out-of-netwok claim forms)

PAYMENT TERMS:

NET 30 \_\_\_\_\_ BB \_X\_

ALL PRICING SHALL BE SUBMITTED ON A CD FORMATTED IN EXCEL 2003.

**1.0 PRICING:**

**2.0 SELF INSURED OPTION**

2.1 ASO PRICING:

	<u><b>YEAR 1</b></u>	<u><b>YEAR 2</b></u>	<u><b>YEAR 3</b></u>	<u><b>YEAR 4</b></u>	<u><b>YEAR 5</b></u>	<u><b>YEAR 6</b></u>
Per covered employee/month*	<u>\$ 0.43</u>	<u>\$ 0.43</u>	<u>\$ 0.43</u>	<u>\$ 0.43</u>	<u>\$ 0.43</u>	<u>\$ 0.43</u>

**2.2 NETWORK DISCOUNTS \_N/A\_ %**  
(Professional services)

**\* INCLUDES ALL NETWORK ACCESS FEES (IF ANY)**

**2.3 NETWORK DISCOUNTS 40% on additional complete pair of glasses; 20% on non-covered items**  
(average discounts for products/services in plan)

Note: ASO Pricing assumes that the vendor will charge a fee per covered employee for claims administration and that the County will pay actual claims as the emerge. It also assumes that the vendor will include the network of providers designed and managed by the same vendor. The ASO pricing does not expect a separate contract for or a separate provider network

**EXHIBIT B**

**1.0 INTENT:**

The purpose of this contract is to provide a single contractor to furnish comprehensive vision care benefits to Maricopa County employees, retirees and dependents, COBRA participants, contract employees through the Arizona Association of Counties, and to employees who waive medical coverage in lieu of other group health insurance coverage.

**2.0 SCOPE OF SERVICES:**

- 2.1 The rates must be all-inclusive including the administration, network management, claims payment services and any other services necessary to perform the services contemplated by this agreement and as agreed to by the parties.
- 2.2 Vision coverage will be provided for all employees, retirees and their dependents, COBRA participants, and contract employees if they have enrolled in medical. Vision benefits will only be provided for those family members actually enrolled in the medical plan. Employees who waive County medical coverage due to coverage under other group health insurance may also enroll for the same vision coverage.
- 2.3 The County will self-administer ASO fees and will provide supporting documentation regarding the calculation of the payments. County shall submit a full-file eligibility update with its self-bill payment each month and remit with payment details that tie to the payment amount. Payments shall take all tiers and fees into account and must be made by the fifteenth of the month prior to the month for which payment is made ("Payment Due Date"). County will count the members who are active and eligible for the applicable billing month as of the 15<sup>th</sup> day of the month prior to the billing month in which the invoice is due. (For example, County will determine the active and eligible members for the July invoice as of June 15.) Payment shall not be deemed "late" unless such payment is received more than thirty (30) days beyond the Payment Due Date.
- 2.4 Contractor will invoice the County monthly for the cost of claims. Payment is due within 30 days after receipt of invoice.
- 2.5 The County reserves the right to audit the contractor's claim processing, payments and membership records, with reasonable notice. Such audits shall be conducted during normal business hours and at the expense of the County.
- 2.6 The County reserves the right to select the auditor. Contractor agrees to cooperate fully with all reasonable requests of such auditor and waive any and all fees associated with providing access to the County's claim records including use of the contractor's staff time to assist in the audit, subject to the terms of section 2.6. So long as permissible by federal and state law, The audits may include, but are not limited to, the following:
  - 2.6.1 Determinations of any mathematical errors in computation.
  - 2.6.2 Determinations that only eligible members have had claims paid.
  - 2.6.3 Review of provider charges per service.
  - 2.6.4 Review of turnaround time in claim processing.
  - 2.6.5 Review of duplicate, denied claims and claims in appeal status.
- 2.7 The audits may be conducted during the contract term and/or for one year after completion of the contract term and/or following submission of the final contract report by the contractor at the discretion of the County.
- 2.8 The contractor may be requested to provide periodic eligibility lists or electronic files to the County at no charge in order to reconcile participants' eligibility.
- 2.9 If at any time the County requires Contractor to comply with the terms of a corrective action plan pursuant to Section 4.7 of the Contract Pursuant to RFP, and County has a reasonable belief that

Contractor has failed to comply with the terms of that corrective action plan, the County may conduct or hire an agent to conduct an audit of the contractor's books and records which relate to the terms of the corrective action plan. Such audit shall be undertaken at contractor's expense.

- 2.10 The contractor shall agree to provide personnel to attend scheduled open enrollment meetings at no charge, at the County's request.
- 2.11 The contractor will implement Maricopa County in a timely fashion and will be measured using the following operational milestones which must be included on their implementation work plan and will put a certain portion of their reimbursement at risk for completion of such tasks in accordance with the terms of section 2.22.
- 2.12 The contractor must provide a minimum of 12 months of historical data upon termination of the contract at no additional cost.
- 2.13 The contractor must provide claims payment services for 6 months upon termination of the contract at no additional cost.
- 2.14 The County may correct legitimate administrative errors and is the final determinant of when such errors have occurred. The County shall be the final determinant for all eligibility issues.
- 2.15 Eligibility for active employees and retirees will be provided electronically via PeopleSoft (version 8.8 or higher) at least weekly. The contractor must be able to accept and process such file in a mutually agreed upon format within 48 hours of receipt. Contractor must also be able to generate an electronic exception report for the County within five working days from applying the data from each file. Contractor shall perform the services described in this paragraph so long as the County provides the following items within the data:
  - Group Number: County to provide the EyeMed Plan ID in this field;
  - Coverage Code: County to provide the benefit indicator in this field. Typically this is "LEV1" or "LEV2" but contractor can accept other values to connect members to a benefit design with the Group Number; and
  - Acknowledgement of County that some differences in field lengths exist, and that contractor would truncate data to accommodate the field.
- 2.16 The County's COBRA Administrator will handle eligibility, enrollment and premium payment for COBRA participants.
- 2.17 The County maintains the right to cancel the contract at any time upon 60 days prior written notice, if there is a significant change, in the County's opinion, in the contractor's operation of the plan, including but not limited to, the adequacy of the provider network, satisfaction with customer service, quality of the plan services, timeliness of claims payment and/or overall satisfaction by the County's employees.
- 2.18 All forms and documents such as any newsletters, communication materials, and open enrollment documents must be provided via electronic format for posting on the County's intranet and Internet Web sites.
- 2.19 The contractor shall provide each County participant using services with a satisfaction survey, which will determine satisfaction level with customer services, the network, the treating provider, the quality of services and satisfaction with the benefits. The survey results shall be Maricopa County specific and be provided annually.
- 2.20 **REPORTING REQUIREMENTS:**
  - 2.20.1 All claims data feed reports must be received by E-mail on a monthly basis.
  - 2.20.2 The administrator must provide all reports and documentation required by law to be administered by the plan to employees and dependents.

- 2.20.3 The Contractor must provide summary data that includes claims by type and number down to Level of the account structure shown in 2.21.6 below.
- 2.20.4 Reports must be provided electronically in Excel compatible format to allow the County to manipulate the data
- 2.20.5 The contractor must provide incurred and paid claims reports.
- 2.20.6 In order to provide the level of reporting required, and so long as the County provides the data in a format which is broken down by the Levels described below, or is accompanied by the identifiers necessary to differentiate for all of the Levels described below, the contractor must be able to accept and store enrollment and claims data according to the following account structure:
  - 2.20.6.1 Level I: Group
  - 2.20.6.2 Level 2: Sub Groups: PeopleSoft payroll system and Non-payroll
  - 2.20.6.3 Level 3: Eligibility Type for each sub-group (active, elected officials, contract, COBRA, retirees over and under age 65
  - 2.20.6.4 Level 4: Department
- 2.20.7 The contractor must track claims experience and provide such experience reports to the County in conjunction with renewals past the initial contract year.
- 2.20.8 An audited annual report of Contractor's ultimate parent company, Luxottica Group, S.p.a., must be provided each year.
- 2.20.9 The contractor must conduct and provide a SAS 70 audit report or comparable policies and procedures reporting, of their claims payment system at least bi-annually to support the County's annual external audit. In the event that County reasonably determines that such policies and procedures are inadequate to support the County's annual external audit, County may, upon reasonable notice, conduct an audit of Contractor's claims payment system and the cost of one such audit, up to a maximum of five-thousand dollars (\$5000.00), shall be borne by Contractor.

**2.21 CONTRACT REQUIREMENTS:**

- 2.21.1 Contractors must provide both an in-network as well as out-of-network benefit.
- 2.21.2 The contractor must have and maintain at least 5 open providers within 10 miles or 30 minutes of the metropolitan employee population and for 99% of the population Contractor must have and maintain at least 2 providers within 30 miles or 45 minutes of the rural employee population based on the employee census data.
- 2.21.3 The contractor must have and maintain a net worth (total assets - total liabilities) of \$2,000,000.00 or more at the Contractor's ultimate parent company, Luxottica Group, S.P.A.
- 2.21.4 The contractor must be licensed, to provide ASO servicing within the State of Arizona.
- 2.21.5 At least 80% of the Contractor's retail stores must be able to provide full services; exams, frames, and lenses/contacts through that storefront outlet. All facilities must meet Americans with Disability Act (ADA) requirements and guidelines, including but not limited to access to a TTY (Telephone Text) for the hearing impaired and/or providing translation services. Such TTY access requirements shall be met so long as the Contractor maintains such services.
- 2.21.6 The contractor shall be responsible for drafting, producing, and distributing, subject to County review and approval, all communication materials, benefit summaries provider

directories and administrative forms. Such documents shall be produced in sufficient quantities to meet the County's needs for existing and future employees.

- 2.21.7 The contractor must have a procedure for informing established employees as well as new hires of the services provided and how to access services. This includes informational materials, payroll stuffers, videos, brochures, posters and live presentations. Additionally, the contractor must provide communication pieces that compliment the health initiatives identified by the County and for higher than expected utilization of services/conditions.
- 2.21.8 No minimum participation requirements will be allowed. Rates must be guaranteed unless the active enrollment level changes by more than 20% based on open enrollment data.
- 2.21.9 Contractor shall provide an Account Management Team as follows:
  - Regional Sales Manager:** Will assist in the sale of County's plan and will be available to provide any additional information County requires.
  - Implementation Manager:** Will assist County throughout the implementation process and will ensure a smooth transition to the Contractor's program.
  - Account Service Manager:** Will be the County's one-point contact throughout the life of the agreement and will be available to answer any questions, resolve any issues and meet with the County as needed and upon renewal.
- 2.21.10 Contractor will provide the assistance of an Implementation Manager, who will assist the County in the implementation process. The services provided during this process include billing set-up, assistance in coordinating and submitting eligibility data and coordination of communication materials.
- 2.21.11 Members shall have access to the Contractor's website, which will allow the member to request an ID card or out-of-network claim form, view their vision benefit, obtain educational materials, locate the nearest provider through the Provider Locator service, find information regarding laser vision correction and view an expanded eyewear gallery. County administrators can access Contractor's Online Group Management System, which allows users to manage enrollment information and generate standard reports.
- 2.21.12 County's members may call Contractor's Customer Care Center and speak with a trained Customer Service Representative or use the *WiseEyes system* to locate the nearest network provider, request or check the status of an out-of-network claim, request an ID card, check eligibility status or receive information on any of their benefits.

2.22 PERFORMANCE GUARANTEES:

<b><u>Customer Service Hours:</u></b>
<b>Monday – Saturday 6:00 a.m. to 9:00 p.m. MT</b>
<b>Sunday 9:00 a.m. to 6:00 p.m. MT</b>

The contractor will be evaluated using performance standards, which measure the following.

Contractor is willing to put 20% of total annual administrative fees (ESTIMATED \$12,000.00) at risk for Maricopa County.

Performance Standard	Performance Results	Amount at Risk
Implementation		
-Open Enrollment Communications	Provide enrollment materials in mutually agreeable timeframe	\$2000.00
-Member ID Cards	Produce ID cards within 10 business days of receipt of correct data	\$2000.00
Claim Processing		
-Financial Accuracy	99%	\$1500.00
-Processing Accuracy	98%	\$1500.00
-Claim Turnaround Time	90% within 10 business days from receipt	\$1500.00
Member Services		
-Average Time on Hold	30 seconds or less	\$1000.00
-Call Abandonment Rate	5% or less	\$500.00
-Complaints/Appeals/Grievance Resolution	Acknowledge member complaints/appeals/ grievances within 72 hours of receipt and resolved within 30 days.	\$1000.00
-Provider Locator System Availability	Available 24 hours a day, except for planned maintenance	\$500.00
Reporting		
-Claim Experience/Utilization Reports	Provide standard utilization reports within 30 days upon request	\$500.00

The Fees at Risk for each category are based on a projected annual fee of \$60,000. Fees to be paid, if any, shall be proportionally calculated based on the actual annual fee paid by County.  
 These Performance Guarantees shall apply to the first calendar year following the effective date of the Agreement.  
 The allocation of Fees at Risk in subsequent years shall be made by the County no later than thirty (30) days prior to the anniversary of the effective date of the Agreement and are subject to mutual agreement of the parties.

**EYEMED VISION CARE, 4000 LUXOTTICA PLACE, MASON, OH 45040**

PRICING SHEET: P080402/B0604221/NIGP 94868

Terms:	NET 30
Vendor Number:	W000006518 X
Telephone Number:	513/765-6000
Fax Number:	520/760-9029
Contact Person:	Bob Briskweg
E-mail Address:	<a href="mailto:bbrickwe@eyemedvisioncare.com">bbrickwe@eyemedvisioncare.com</a>
Company Web Site:	<a href="http://www.eyemedvisioncare.com">www.eyemedvisioncare.com</a>
Certificates of Insurance	Required
Contract Period:	To cover the period ending <b>June 30, 2010.</b>